

AGREEMENT

THIS AGREEMENT for professional services, dated this **1st of April 2014** by and between the *Institute for Public Safety Personnel, Inc.* (hereinafter "IPSP, Inc.,") and the *Whitestown Fire Department and Zionsville Fire Department* (hereinafter "Departments"):

A. Basic Services

1. Effective **April 1, 2014**, and continuing through **April 1, 2015**, IPSP, Inc., shall, pursuant to the terms and conditions set forth herein, provide the Departments with the professional consulting services set forth in **Exhibits A & B** attached hereto and made a part hereof.

B. Operation

1. The relationship between IPSP, Inc., and the Departments shall be that of an independent contractor providing professional services.

2. IPSP, Inc., shall furnish, or make contact with other individuals or entities to furnish such professional, technical, or clerical services as are needed for the administration of the IPSP, Inc., programs. IPSP, Inc., shall provide for all salaries and the employer's share of social security, worker's compensation, and all other taxes imposed on an employer with reference to any personnel employed by IPSP, Inc., in relation to the performance of the terms of this Agreement.

3. All test materials developed and administered by IPSP, Inc., are the property of IPSP, Inc. This Agreement provides for a one-time usage of test materials specifically developed for the purpose of executing this Agreement. Departments agree to respect the copyright of all IPSP, Inc., materials and agree not to duplicate said materials without the expressed written consent of the Director of IPSP, Inc.

4. All records kept by IPSP, Inc., concerning the designated programs herein shall be the property of IPSP, Inc., provided that the Departments shall have the right to access and review the information contained in such records.

5. In the event an applicant or incumbent requires a reasonable accommodation in the administration of any test by IPSP, Inc., the Departments agree to pay a reasonable additional fee therefore.

6. The total cost to the Departments for services of IPSP, Inc., as provided for in this Agreement shall be in the amount set forth in **Exhibits A & B**. Such amount shall be remitted to IPSP, Inc., within thirty (30) days after completion of the agreed services. The services rendered by IPSP, Inc., under this Agreement shall be considered as "professional services." Upon request, IPSP, Inc., shall provide a fully itemized statement concerning the services rendered under this Agreement.

C. Additional Services

1. The Departments may, from time to time, require changes in the scope of the services of IPSP, Inc., to be performed under this Agreement. Such changes, including any increases or decreases in the amount of compensation to IPSP, Inc., which are mutually agreed upon by the parties hereto, and approved by all other necessary and proper authorities, shall be incorporated in written amendments to this Agreement.

2. IPSP, Inc., further agrees that its personnel will appear, if necessary, to testify on behalf of the Departments with regard to any legal challenge involving IPSP, Inc., programs, and that IPSP, Inc., personnel shall make such appearance without compensation other than out-of-pocket expenses.

D. Miscellaneous

1. If IPSP, Inc., fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, the Departments shall thereupon have the right to terminate this Agreement by giving written notice to IPSP, Inc., at least thirty (30) days prior to the effective date of such termination. In the event of termination, neither party hereto shall be relieved of liability to the other for damages sustained by virtue of any breach of this Agreement, and the Departments may withhold payment to IPSP, Inc., for the purpose of setoff until such time as the exact amount of damages due the Departments can be determined.

2. If the Departments shall fail to fulfill in a timely and proper manner the obligations pursuant to this Agreement, IPSP, Inc., shall thereupon have the right to terminate this Agreement. Said notice shall be given to the Departments at least thirty (30) days prior to the effective date of such termination. In the event of termination, neither party hereto shall be relieved of liability to the other for damages sustained by virtue of any breach of this Agreement.

3. IPSP, Inc., shall indemnify and hold harmless the Departments from any and all loss, damage, injury or liability caused by the negligence of IPSP, Inc., or its employees or agents in performing its obligations provided in this Agreement.

4. IPSP, Inc., shall not be held liable and the Departments shall hold IPSP, Inc., harmless from any and all loss, damage, injury or liability caused by the negligence of the Departments or its employees or agents in disregarding or ignoring any professional opinion, diagnosis or recommendation of IPSP, Inc., or its employees or agents while IPSP, Inc., is performing its obligations provided in this Agreement.

5. IPSP, Inc., certifies and warrants that it has the capacity to perform the services as required by the Departments with high professional quality, ability and expertise and further certifies and warrants that it has the capacity and authority to enter into this Agreement.

6. IPSP, Inc., and its employees, agents and representatives, in the performance of this Agreement, agree not to discriminate against any employee or applicant for employment with respect to his or her tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, religion, national origin, ancestry, disability, or military status.

7. This Agreement shall be binding upon and shall inure to the benefit of IPSP, Inc., its partners, successors, assigns, legal and personal, representatives, and administrators.

8. At the expiration of the initial term hereof, or upon earlier termination of this Agreement pursuant to Section D, 1, the parties shall review the compensation paid by Departments and the services rendered by IPSP, Inc., through the date of such termination to determine whether Departments are entitled to any reimbursement or whether IPSP, Inc., is entitled to additional compensation, and any necessary adjustments shall be made.

9. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, agent, or employee of any public body which may be a party hereto.

10. This Agreement represents the entire understanding between and among the parties hereto. This Agreement may not be changed, altered, or amended; modification of this Agreement must be in writing, executed by the parties hereto, refer to this Agreement by date, and must be executed on a form entitled "Supplemental Agreement" approved by all parties hereto.



**WHITESTOWN FIRE DEPARTMENT,
ZIONSVILLE FIRE DEPARTMENT
Applicant Written Exam**

Exhibit A

Process Steps

- I. Administer, via mail, and tabulate results from a transportability study/maintain data for department's future use.
- II. Provide IPSP monitor to administer the exam, materials, and supplies to administer aptitude test to applicants at a site provided by the departments.
- III. Score aptitude test and produce rank order list within one week of test administration. (Note: All applicants testing for Whitestown and Zionsville Fire Departments will be included in one list of test results.)
- IV. Provide departments with phone and written consultation as to use of test results for selection decisions.

Project Costs:

- A. \$1,500.00 for first 30 applicants (includes all process steps listed above)
(Additional \$500.00 for two additional job analyses.)
- B. \$25.00 for each additional applicant, if more than 30 in the group
- C. Includes (1) IPSP, Inc., test monitor for up to 100 applicants. Cost for additional IPSP, Inc., monitors is \$350.00/monitor for groups exceeding 100 applicants, or departments have option to provide additional test monitors. (Note: IPSP monitor costs shall apply to each additional test site and each additional administration per day, depending on scheduling decided by Departments.)
- D. Departments provide test site(s) for written aptitude exam.
- E. The total invoice will be divided equally among both participating Departments.

IN WITNESS WHEREOF, the parties have executed this Agreement.

INSTITUTE FOR PUBLIC SAFETY
PERSONNEL, INC.

CARMEL FIRE DEPARTMENT

By: _____

By: _____

Date: _____

Date: _____



**WHITESTOWN FIRE DEPARTMENT,
ZIONSVILLE FIRE DEPARTMENT
Applicant Oral Interview Testing**

Exhibit B

Process Steps

- I. Identify potential structured oral interview questions based on knowledge, skills and abilities (KSAs) identified in transportability study.
- II. Meet with structured oral interview rating board to finalize selection of structured oral interview questions, to review associated anchors and to train board on interview procedures.
- III. Provide IPSP monitor for first day, sufficient materials and supplies to administer structured oral interviews to applicants.
- IV. Score results of structured oral interview, combine with aptitude test results, and produce rank order list (within 10 working days of administration). (Note: All applicants testing for Whitestown and Zionsville Fire Departments will be included in one list of test results.)
- V. Provide departments with phone and written consultation as to use of test results for selection decisions.

Costs

- A. \$1,400.00 for first 20 applicants. Cost includes training of interview board and (1) interview monitor for up to (1) day.
- B. \$25.00 for each additional applicant over 20.
- C. \$350.00/day for additional monitoring unless a monitor is provided by departments.
- D. The total invoice will be divided equally among both participating Departments.

IN WITNESS WHEREOF, the parties have executed this Agreement.

INSTITUTE FOR PUBLIC SAFETY
PERSONNEL, INC.

CARMEL FIRE DEPARTMENT

By:_____

By:_____

Date:_____

Date:_____